

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406

Phoenix, AZ 85015

(602) 242-1492 phone

(602) 242-1445 fax

QUOTATION NO.: 2006-01

DUE DATE: December 15, 2006

Page 1 of 8

THE TERMS AND CONDITIONS INCLUDED WITH THIS FORM SHOULD BE REVIEWED AND UNDERSTOOD BEFORE PREPARING A QUOTATION. RETURN THE QUOTATION BY THE ABOVE TIME AND DATE TO THE ABOVE ADDRESS.

DELIVERY LOCATION:**VENDOR:**

5060 N. 19 Ave. #406

Phoenix, AZ 85015

AGENCY CONTACT: Pamela J. Paschal**TELEPHONE NUMBER:** (602) 242-1492**VENDOR CONTACT:****TELEPHONE NUMBER:****VENDOR QUOTATION**

LINE NO.	COMMODITY DESCRIPTION	U/M		UNIT RATE
1	Rule Writing Services as set forth in the Scope of Work contained herein. Price shall be firm, fixed and all-inclusive hourly rate.	Hourly		

THIS SECTION MUST BE COMPLETED BY VENDOR

DELIVERY CAN BE MADE _____ CALENDAR DAYS AFTER RECEIPT OF ORDER.

PAYMENT TERMS: _____

Signature_____
Date_____
Name and Title_____
Phone/Fax Number

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406

Phoenix, AZ 85015

(602) 242-1492 phone

(602) 242-1445 fax

QUOTATION NO.: 2006-01

DUE DATE: December 15, 2006

Page 2 of 8

INSTRUCTIONS FOR QUOTATIONS

1. PREPARATION OF QUOTATION:

- a) Erasures, interlineations or other modifications in the quotation shall be initialed in original ink by the authorized person signing the Vendor Offer.
- b) In case of error in the extension of prices in the quotation, unit price shall govern. No quotation shall be altered, amended or withdrawn after the specified quotation due time and date.
- c) Periods of time, stated as a number of days, shall be calendar days.
- d) It is the responsibility of all offerors to examine the entire Request for Quotation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a quotation.

2. **INQUIRIES:** Any question related to a Request for Quotation shall be directed to the Agency Contact whose name appears on page one of this document. Questions should be submitted in writing when time permits. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number.

3. **LATE QUOTATION:** Late quotations shall not be considered (see ARS 41-2533, Rule R2-7-317).

4. **WITHDRAWAL OF QUOTATION:** At any time prior to a specified solicitation due time and date an offeror (or designated representative) may withdraw the Quotation. Facsimiles, telegraphic or mailgram withdrawals will be considered.

5. **OPENING:** This is an informal quotation which will not be read at a public opening; however, the information may be publicly reviewed after an award.

6. **PAYMENT:** In accordance with Arizona Revised Statute 35-342, any agency which purchases or procures goods and services from a non-governmental entity on account shall pay the account in full within thirty days after receipt of goods or services and correct notice of amount due in writing to the agency or shall pay interest on the outstanding balance at the rate of ten percent per annum (as prescribed in ARS 44-1201) until the account is paid in full, unless a good faith dispute exists as to the agency's obligation to pay all or a portion of the account.

7. **DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

8. **TAXES:** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes shall be shown separately on any invoice and such sums shall be due a payable to vendor upon delivery. If claiming a tax exemption, State will provide vendor with valid tax exemption certificates.

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406

Phoenix, AZ 85015

(602) 242-1492 phone

(602) 242-1445 fax

QUOTATION NO.: 2006-01

DUE DATE: December 15, 2006

Page 3 of 8

9. AWARD OF CONTRACT:

- a) Unless the Offeror states otherwise, or unless otherwise provided within the Request for Quotation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.
- b) Notwithstanding any other provision of the Request for Quotation, the State reserves the right to:
 - (1) Waive any immaterial defect or informality; or
 - (2) Reject any or all quotations, or portions thereof; or
 - (3) Reissue a Request for Quotation.
- c) A response to a Request for Quotation is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's Request for Quotation. Quotations do not become contracts unless and until they are accepted by an authorized procurement officer. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the Request for Quotation, unless any of the Terms and Conditions are modified by a contract amendment or by mutually agreed Terms and Conditions in the contract documents.

10. **COST OF QUOTATION PREPARATION:** The State shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

11. **PUBLIC RECORD:** All quotations submitted in response to this Request for Quotation shall become the property of the State and shall become a matter of Public Record available for review, subsequent to the award notification, as provided for by the Arizona Procurement Code.

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406

Phoenix, AZ 85015

(602) 242-1492 phone

(602) 242-1445 fax

QUOTATION NO.: 2006-01

DUE DATE: December 15, 2006

Page 4 of 8

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For Clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

CERTIFICATION

By Signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99.4 or A.R.S. §§41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___is/___ is not a small business with less than 100 employees or has gross revenue of \$4 million or less.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned no to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this _____ day of _____ 20 _____

Procurement Officer

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406
Phoenix, AZ 85015
(602) 242-1492 phone
(602) 242-1445 fax

QUOTATION NO.: 2006-01

DUE DATE: December 15, 2006

Page 5 of 8

SCOPE OF WORK

1. General Requirements

- 1.1 The contractor shall provide rule-writing services for the Arizona State Board of Dental Examiners (hereinafter referred to as the State Agency).

2. Specific Requirements

- 2.1 The contractor shall provide rule-writing services on an as needed basis at an hourly rate as specified in the contract award document.
- 2.2. The State Agency shall identify the need for rule-writing services and notify the contractor of such in a timely manner.
- 2.3 The contractor shall assist in the review and preparation of proposed rules and changes to existing rules as recommended by the State Agency.
- 2.4 The contractor shall prepare necessary documentation for the Governor's Regulatory Review Council and Secretary of State's Office in compliance with all requirements for Notice of Docket Opening through Notice of Final Rulemaking publication.
- 2.5 The contractor shall complete all Notice requirements of the Administrative Procedures Act.
- 2.6 The contractor shall consult with and assist the State Agency in preparing the Five-Year Rules Review Progress Report.
- 2.7 The contractor shall develop and draft the Five-Year Rules Review Report.
- 2.8 The contractor shall develop and draft all required Economic Impact and Concise Explanatory Statements.
- 2.9 The contractor shall maintain and submit to the State Agency for review an appropriate tracking document (sample attached).
- 2.10 The contractor shall maintain the original Docket and submit all original, date stamped documents to the Agency upon approval of the final rule(s).
- 2.11 The contractor shall submit monthly invoices for services completed on a form as approved by the State Agency.

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406
Phoenix, AZ 85015
(602) 242-1492 phone
(602) 242-1445 fax

QUOTATION NO.: 2006-01

DUE DATE: December 15, 2006

Page 6 of 8

SPECIAL INSTRUCTIONS TO OFFERORS

Bid Opening

Quotes shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation. Only the name of each offeror will be read at this time. Quotations and all other information received in response to the Request For Quotation shall be shown only to authorized state personnel having a legitimate interest in the evaluation. After a contract award, the Request for Quotations and evaluation documentation shall be open for public inspection.

Contact

All questions shall be directed to Pamela Paschal, Deputy Director at (602) 242-1492 or fax (602) 242-1445.

Preparation of Quotation

- A. It is the responsibility of all Offerors to examine the entire Request for Quotation (RFQ) package and seek clarification of any requirement that may be unclear and to check all responses for accuracy before submitting a quotation.
- B. Erasures or other modifications in the quotation shall be initialed in ink by the authorized person signing the Vendor Offer.
- C. No quotation shall be altered, amended or withdrawn after the specified quotation due time and date.
- D. Periods of time, stated as number of days, shall be calendar days.
- E. Submit one original, clearly labeled "Original" and two copies of the response to the RFQ. The response is to contain a valid ink signature on the Offer and Acceptance Form binding the offeror to provide the services listed in the contract at the price quoted and indicate compliance with the terms, conditions and requirements of the RFQ.
- F. The Offeror shall provide information related to their experience and previous work assignments which contributed to their knowledge and experience in the performance of rule writing services.
- G. Identify the key personnel who will provide the services as stated in the Scope of Work and provide concise resumes which include information on their qualifications, education, specialized training and relevant certifications.
- H. The Offeror should provide a minimum of three (3) verifiable customer references who may be contacted and who are able to attest to the offeror's relative experience, professional nature and quality of their work.
- I. Enter the firm, fixed and all-inclusive hourly rate for rule writing services on Page One.
- J. The Offeror should present a proposed method of satisfying the requirements of the Scope of Work as specified herein.

REQUEST FOR QUOTATION

Arizona State Board of Dental Examiners

5060 N. 19 Ave. #406
Phoenix, AZ 85015
(602) 242-1492 phone
(602) 242-1445 fax

QUOTATION NO.: 2006-01

DUE DATE: December 15, 2006

Page 7 of 8

Evaluation

In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of thirty-five thousand dollars, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the State based upon the evaluation criteria listed below in their relative order of importance:

- Experience/Expertise/Reliability
- Method of Approach
- Cost

Confidential Information

- A. If a person believes that a bid, proposal, offer, specification or protest contains information that should be withheld, a detailed statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- B. The information identified by the person as confidential shall not be disclosed until the director makes a written determination.
- C. The director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- D. If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

Term of Contract (One Year)

The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

Contract Extension

The State shall have the right, at its sole option, to renew the contract for four (4) one-year periods or a portion thereof not exceeding a total of fifty thousand dollars. If the State exercises such rights, all terms, conditions and provisions of the original contract shall remain the same with the exception of price which shall be as stated by the Contract Amendment.

Ownership

All deliverables and/or other products of the contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by the contractor in performance of the contract) shall be the sole, absolute and exclusive property of the State of Arizona, free from any claim or retention of right on the part of the contractor, its agents, sub-contractors, officers or employees.

Confidentiality of Records

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.